



County of San Bernardino  
**F A S**  
**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

E	X	New	Vendor Code		SC	Dept.	CCM	A	Contract Number	
M		Change								
X		Cancel								
County Department						Dept.	Orgn.	Contractor's License No.		
San Bernardino County Museum						CCM	CCM			
County Department Contract Representative						Ph. Ext.		Amount of Contract		
Robert L. McKernan, Senior Curator						(909) 307-2669 x232		\$149,952.00		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number				
AAA	CCM	500		9800		5144				
Commodity Code				Estimated Payment Total by Fiscal Year						
				FY	Amount	I/D	FY	Amount		
Project Name				02/03	\$71,888					
Avian Studies - Southern Nevada Water Authority				03/04	\$78,064					

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Southern Nevada Water Authority

Hereinafter called Contractor

Address

1001 South Valley View Boulevard

Las Vegas, NV 89153

Phone

Birth Date

(702) 258-3939

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Project:

In connection with the project known as "**Avian Studies**" for **Southern Nevada Water Authority**, Las Vegas, Nevada, Contractor requires biological research to identify areas of biological importance in Southern Nevada. San Bernardino County Museum is a recognized research facility and repository for biological specimens. Museum staff includes persons having the necessary expertise and experience to perform the necessary services in an efficient and professional manner.

2. Services to be provided:

(a) Except as modified in accordance with this contract, County shall provide the services set forth in Exhibit "A" (Scope of Services), which is attached to and incorporated in this contract, for the compensation set forth in Exhibit "B" (Project Costs), which is also attached to and incorporated in this contract. In addition, County may submit revised estimates and exhibits to Contractor for approval at any time during the performance of this contract.

(b) County agrees to perform any required research services on the project site or sites, at such times as Contractor may reasonably request. Contractor agrees to provide reasonable access to the site or sites.

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(c) County shall determine staffing and procurement requirements for its work, and shall make all necessary arrangements for the provision of such staff and supplies.

(d) County is an independent contractor with respect to this contract. County shall perform all the usual functions of an employer with respect to County's employees, including the provision of workers' compensation coverage as required.

(e) County shall designate a project manager, who shall serve as the primary contact person for matters relating to contract.

3. Compensation:

(a) County shall be compensated for services under this contract at the rates set forth in County Code section 16.0218, Museum. Exhibit "B" (Project Costs) includes a statement of the rates in effect at the time of execution of this contract. Those rates are subject to change during the performance of services under this contract by amendment of the County Code. The rates in effect at the time of performance of a particular service shall apply to that service.

(b) County shall submit monthly invoices to Contractor for services performed. Contractor shall pay the invoiced amounts within 30 days from the date of the invoice. Contractor shall be liable for interest on amounts unpaid within 30 days, at the rate of 10% per annum.

(c) If County's initial or revised estimate of the cost of research services exceeds \$500, then Contractor shall deposit with County 25% of the estimated cost of such services, or \$5,000, whichever is less, within 30 days of the County's demand. Contractor's deposit shall be applied against the costs of project services.

(d) Contractor's total costs for services under this contract shall not exceed 110% of the amounts estimated in Exhibit "B", unless a revised estimate is approved by the parties as an amendment to this contract, in which case Contractor's total costs shall not exceed 110% of the total revised estimate.

(e) Payment for services shall be by check or money order, payable to "County of San Bernardino". and shall be mailed or delivered to: Accounts Receivable, San Bernardino County Museum, 2024 Orange Tree Lane, Redlands, CA 92374.

(f) County will maintain reasonable documentation of its costs of performing the services and will make such documentation available to Contractor upon request.

4. Disputes:

The Parties agree to attempt to resolve any disputes arising out of this contract informally and in good faith. Each party reserves the right to suspend work or terminate this contract in the event a dispute is not satisfactorily resolved.

5. Ownership of Materials and Documents:

Biological specimens and related materials will be curated into the permanent collections of an established public institution with retrievable storage and a permanent biological curator. The institution shall be a recognized repository for biological specimens meeting the requirements of and acceptable to the public agency issuing the permit or having final review over the project. Supporting documentation including field notes, maps, laboratory and curatorial records, shall be maintained with the specimens. Unless otherwise specified in Exhibit "A", the curating institution shall be the County Museum. All materials so curated and supporting documentation shall be held in public trust, accessioned into the collections of and become the property of the County. Collections made on federally administered lands shall, to the extent required by law, remain the property of the federal agency having jurisdiction, and shall be entered into the Museum collections as permanent loans from that agency.

6. Amendments:

All amendments to this contract, including its exhibits, shall be in writing and signed by authorized representatives of the parties.

7. Term:

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Unless earlier terminated, this contract shall remain in effect from the day it is approved by each party until the completion of and payment for the services hereunder or March 1, 2004.

8. Termination for Convenience:

County may terminate this contract, with or without cause, upon 30 days written notice to the other party. Contractor's obligation to pay County for services performed prior to the effective date of termination shall survive termination of this contract.

9. Jury Trial Waiver:

Contractor and County hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Contractor against County or County against Contractor on any matter whatsoever arising out of or in any way connected with this contract, the relationship of Contractor and County, County's use of the specimens or related material, or any claim of injury or damage, or the enforcement or any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

10. Venue:

The parties acknowledge that the venue for any action or claim brought by any party to this contract will be in state court located in Clark County, Nevada. All parties hereby waive any law or rule of court, which would allow them to request or demand a change of venue. If any third party brings any action or claim concerning this contract, the parties hereto agree to use their best efforts to obtain a change of venue to Clark County, Nevada.

11. Applicable Law:

This contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

12. Attorney' Fees and Costs:

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This Section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this contract.

13. Indemnification:

Contractor agrees to indemnify, defend and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this Agreement.

County agrees to indemnify and hold harmless Contractor, its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this Agreement.

In the event, the County and/or the Contractor is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the County and/or Contractor shall indemnify the other to the extent of its comparative fault.

Furthermore, if the County or Contractor attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County or Contractor agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

14. Insurance:

Without in anyway affecting the indemnity herein provided and in addition thereto, both Contractor and County are self-insured public entities. Both County and Contractor shall maintain their standard self-insurance general liability policy throughout the term of this agreement.

15. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

16. Agreement Assignability

The agreement is not assignable by Contractor either in whole or in part, without the prior written consent of the County.

17. Improper Consideration

Contractor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

18. Inaccuracies or Misrepresentations

If in the course of the administration of this Agreement, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. Employment of Former County Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials, as defined below, who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of County. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head or any employee in the Exempt Group, Management Unit or Safety Management Unit.

20. Notice:

All written notices in connection with this contract shall be forwarded to the parties at the following addresses:

County:

C/o: Robert L. McKernan, Director  
San Bernardino County Museum

Contractor:

Zane Marshall, Environmental Biologist II  
Southern Nevada Water Authority

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2024 Orange Tree Lane  
Redlands CA 92374

1900 East Flamingo, Suite 180  
Las Vegas NV 89119

21. Entire Agreement:

This agreement, including attached "Exhibit A" and "Exhibit B", constitutes a single, integrated contract, expressing the entire agreement and understanding of the parties concerning the subject matter of this agreement, and this agreement supersedes and replaces all prior understandings, negotiations, proposed agreements and agreements, whether oral or written, express or implied.

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COUNTY OF SAN BERNARDINO

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Dated: \_\_\_\_\_

Name \_\_\_\_\_  
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

Address \_\_\_\_\_

Approved as to Legal Form

► \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Presented to BOS for Signature

► \_\_\_\_\_  
Department Head

Date \_\_\_\_\_

EXHIBIT A

Scope of Services

CONTRACT AGREEMENT WITH THE SOUTHERN NEVADA WATER AUTHORITY AND SAN BERNARDINO COUNTY TO CONDUCT SURVEYS FOR THE YUMA CLAPPER RAIL AND YELLOW-BILLED CUCKOO IN THE VIRGIN AND MUDDY RIVERS AND TO CONDUCT AVIAN MONITORING STUDIES IN THE LOWER VIRGIN RIVER DURING 2003

County shall provide the following services under this contract:

I. Background

YUMA CLAPPER RAIL / YELLOW-BILLED CUCKOO

The Yuma Clapper Rail (*Rallus longirostris yumanensis*) is most abundant in the lower Colorado River drainage system and the Salton Sea in the Imperial Valley of California (Anderson and Ohmart 1985). However, there have been recorded occurrences of the Yuma Clapper Rail (YCRA) in extreme southern Nevada dating back to 1959 (Alcorn 1988) and more recent observations of YCRA along the lower Virgin River throughout the breeding season (McKernan and Braden 1999, 2001a, 2001b, McKernan and Carter 2002).

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The historical distribution of the Yellow-billed Cuckoo (*Coccyzus americanus*) extended from the interior of California, north to western Washington, southern Idaho, Wyoming, southern Montana, the Dakotas through southern Canada south to southern Baja California, southern Arizona, sporadically farther south in Mexico, the Florida Keys and Greater Antilles, and Puerto Rico. In recent years, the distribution of the western race (*Coccyzus americanus occidentalis*) has contracted to the extent that the Western Yellow-billed Cuckoo (YBCU) is generally considered a rare summer resident in southern Nevada and locations throughout the west. Alcorn (1988) noted that many breeding populations in Nevada are extinct and overall YBCU is threatened with extinction across the state.

The lower Virgin and Muddy Rivers in Clark County Nevada contain extensive riparian and wetland habitats. Embedded within these riparian systems are suitable breeding habitats for YCRA and YBCU. During surveys conducted by the San Bernardino County Museum (SBCM) for Southwestern Willow Flycatcher between 1997 and 2000, several individuals of YCRA and YBCU were recorded along the lower Virgin River. More recent avian studies in southern Nevada, specific to the lower Virgin and Muddy Rivers, re-established the fact that YCRA and YBCU do occur and breed in low numbers in these areas (McKernan and Braden 1999, 2001a, 2001b, McKernan and Carter 2002). In addition, a relatively large YBCU population is known to occur and breed at Warm Springs, a tributary to the Muddy River, and nesting YBCU have been confirmed at the Virgin River Delta (McKernan and Carter 2002). Aside from these accounts, the breadth of occupation, relative abundance, and annual variability of these two species within the Virgin River and Muddy River complex is unclear. Additional work is needed to fully understanding the status, distribution, habitats and annual variability for both of these neotropical migrant taxa.

#### LOWER VIRGIN RIVER AVIAN STUDIES

The lower Virgin River and Muddy River complex contains a significant number of avian taxa targeted for conservation under proposed multi-species plans for Clark County Nevada. These taxa include, but are not limited to, Yellow Warbler (*Dendroica petechia sonorana* and *D. p. marcomi*), Yellow-breasted Chat (*Icteria virens*), Arizona Bell's Vireo (*Vireo belli arizonae*), Lucy's Warbler (*Vermivora luciae*), Blue Grosbeak (*Passerina caerulea*) and Brown-crested Flycatcher (*Myiarchus tyrannulus*). Recent studies in the lower Virgin River and Muddy River complex established the present day occurrence of these and other targeted sensitive avian species (Braden et al. in prep, Ferree 2002, McKernan and Braden 1999, 2001a, 2001b), including the Sonoran race of the Yellow Warbler which was thought to have been extirpated.

Braden et al. (in prep) initiated studies on the relationship between the avian breeding season community and habitat features, including the affects of non-native (tamarisk) dominated habitats, in the lower Virgin River. Preliminary findings suggested the presence and availability of soil moisture may have a greater affect on avian diversity than perennial species composition, a possibility that is being masked by the broad moisture and saline tolerances of tamarisk, but further study is needed. Ferree (2002) studied fitness consequences of nest site selection for Yellow Warbler, Yellow-breasted Chat, and Arizona Bell's Vireo in the lower Virgin River, again including an analysis of the affects of non-native habitats. Nest site selection and nest success were found to be largely unaffected by perennial species composition, including tamarisk, though other fitness variables including adult and juvenile survival need to be examined.

These Museum projects initiated present day scientific studies of sensitive avian species' distributions and the factors that affect them on the lower Virgin and Muddy River complex. However, these studies are only the beginning of the long-term empirical data collection necessary to formulate science based management strategies, long-term monitoring plans, and facilitate regulatory compliance issues. Science based adaptive management strategies and long-term monitoring methodologies are crucial components of the multi-species planning process and additional data are needed before management strategies and monitoring plans can be determined for the Virgin/Muddy River complex. Compliance with environmental regulations, such as the Migratory Bird Treaty Act as well as the Endangered Species Act, are likely to become even greater issues than at the present time as water management strategies are developed and implemented for the Virgin/Muddy River complex.

## II. Purpose and Objectives

### YUMA CLAPPER RAIL / YELLOW-BILLED CUCKOO MONITORING

The objective of the YCRA / YBCU monitoring is to identify and survey suitable wetland and riparian locations along the lower Virgin and Muddy Rivers for the occurrence of YCRA and YBCU, to quantify the habitat where they occur and, where possible, to quantify breeding success and productivity. To accomplish these objectives, suitable wetland and riparian habitats along the lower Virgin River and Muddy Rivers will be surveyed and monitored to determine the presence, absence and breeding status of YCRA. Similarly, suitable locations will be surveyed along the lower Virgin River, the lower Muddy River, and at Warm Springs for YBCU to determine presence, absence and breeding status during the 2003 breeding season.

Surveys for YCRA will be done at three general stretches of the Virgin River. These areas consist of areas near the Mormon Mesa, areas in and around the town of Mesquite Nevada, and areas near Littlefield, Arizona. Two other general locations along the Muddy River will also be surveyed. These areas include the NDOW Refuge near Overton, Nevada and various locations along the Muddy River in the town of Overton, Nevada. Surveys for YCRA will consist of walking inexact transects which circumnavigated and when possible bisect suitable habitats. Observers will stop at distances between 30 and 50m along a transect and play a one minute continuous loop tape of a female solicitation call "ker-burr." The play back solicitation calls will last between 1 and 2 minutes with 2 to 3 minute pauses between tape calls. Surveys will be conducted between 05:00 a.m. and 10:00 a.m. with additional surveys conducted between 5:30 p.m. and 7:30 p.m. to determine temporal activities and supplement detections. Surveys will not be performed on days with inclement weather or conditions likely to affect detection. YCRA surveys will be performed for sixteen weeks from March to June 2003.

Eight weeks of field surveys for YBCU will be conducted along the Virgin and Muddy Rivers between 1 June and 15 August. Based on previous work conducted along these rivers, many of the suitable YBCU habitats have already been identified (McKernan and Braden 2000). These known areas consist of various locations along the Virgin River near the Mormon Mesa, locations within and near the town of Mesquite, locations within and near the town of Littlefield, and suitable habitat at Warm Springs, Nevada. Morning surveys will be performed between 5:00 a.m. and 10:00 a.m. using play back tapes to elicit YBCU detections. The playback recording will consist of the rapid throaty *ka ka ka ka kow kow kow/p kow/p* calls. Playback intervals will be 30 to 45 second durations with a 2-minute pause. Additional surveys may be conducted between 5:30 p.m. and 7:30 p.m. to determine temporal activities and supplement detections. Absolute coverage will be conducted of all suitable habitats. Known YBCU pairs will be monitored for nesting and nest productivity.

### LOWER VIRGIN RIVER AVIAN STUDIES

The first objective of the avian studies on the lower Virgin River is locate and monitor Yellow Warbler, Yellow-breasted Chat and Arizona Bells Vireo nests in order to band sufficient numbers of young on the nest to enable an examination of survival relative to habitats dominated by varying amounts of tamarisk versus native broadleaf perennials. Methodologies will be consistent with those of previous Museum studies in the same location in order to maintain the continuity and comparability with the previously collected data sets.

The second objective is to use knowledge gained from previous studies of the relationship between habitat and the avian community in the Virgin River to more closely examine the role of soil moisture on habitat and avian community composition and distribution. This objective will be accomplished using a point-count methodology to census the avian community at a minimum of 30 census points. Censuses will be accomplished every two weeks from April through July. Methodologies will be consistent with previous Museum studies of the avian community in the lower



Virgin River, which are also consistent and comparable with long-term Museum studies currently underway in the lower Grand Canyon.

One objective of the lower Virgin River Avian studies is to produce several manuscripts suitable for review in the primary ornithological literature that examine how vegetative and abiotic components interact with avian fitness and the overall health, distribution and composition of the avian community. A second objective is to document the distribution and abundance of multi-species target taxa along portions of the lower Virgin River.

### III. Benefits

Obtaining distribution, abundance, and when possible, productivity data for the YCRA and YBCU in southern Nevada enables the SNWA to integrate and promote wildlife resource management on their lands in coordination with water management decisions. Scientific and empirically based studies of avian communities in southern Nevada provides a direct and badly needed basis for developing adaptive management strategies and long-term management schemes for neotropical migrants essential to the success of multi-species planning efforts. In addition, understanding how the avian community responds to its physical and vegetative environment will also enable the SNWA to integrate species conservation and management into water management decisions and alleviate compliance related issues with hard scientific data.

### IV. Roles and Responsibilities

#### YUMA CLAPPER RAIL / YELLOW-BILLED CUCKOO

The San Bernardino County Museum will:

- 1) Survey suitable habitat in portions of the lower Virgin River and Muddy River for YCRA to determine presence/absence and when possible determine productivity using survey protocols up to or exceeding the standards of the USFWS protocol for YCRA.
- 2) Survey suitable habitat in portions of the lower Virgin River, Muddy River, and Warm Springs for YBCU to determine presence/absence, nesting, and productivity using survey protocols up to or exceeding the standards of the USFWS protocol for YBCU.
- 3) Determine general habitat usage by YCRA and YBCU at each location during 2003.
- 4) Submit an Annual Draft Report for Spring/Summer 2003 surveys to SNWA by January 1, 2004. The report will include surveyed and occupied locations for YCRA and YBCU plotted on USGS 7.5 minute Quads and/or aerial photographs of the lower Virgin, Muddy Rivers, and Warm Springs area. The report will detail YCRA and YBCU survey locations, dates, times, detections, nests, productivity and habitat descriptions. The SBCM will re-submit the Final Annual Report to SNWA within 30 days of receiving comments from SNWA pertaining to the need for corrections, revisions, and/or additions.

#### LOWER VIRGIN RIVER AVIAN STUDIES

The San Bernardino County Museum will:

- 1) Census the avian community in the lower Virgin River using point count methodology at a minimum of 30 locations. Censusing will occur every two weeks beginning by early April and ending in late July. Censuses will follow standard techniques, beginning at sunrise and terminating by 10:00 A.M. or sooner as the season progresses. Census points will be rotated to reduce temporal and spatial autocorrelation. Census points will be arrayed over gradients of soil moisture and perennial habitat cover.

- 2) Conduct vegetation and substrate measurements at each of the census points using a methodology consistent with previous Museum studies on the Virgin River.
- 3) Submit an annual Draft Report by January 1, 2004. The report will include: A map of census locations on USGS 7.5 minute Quads and/or aerial photographs; An avian species list with abundances; A compilation of the avian data by richness and abundance by census point; a preliminary analysis of avian diversity versus substrate and vegetative variables. SBCM will submit a Final Annual Report to SNWA within 30 days of receiving comments from SNWA pertaining to the need for corrections, revisions, and/or additions to the draft report.

#### V. Literature Cited

Alcorn, J.R. 1988. The Birds of Nevada. Fairview West Publishing, Nevada.

Anderson, B. B. and R. D. Ohmart. 1985. Habitat use by Clapper Rails in the lower Colorado River Valley. Condor 87:116-126.

Braden, G. T., D. Crowe, and K. Ferree. *In Prep.* Relationships between habitat and breeding season avian diversity in a tamarisk dominated desert riparian system.

Ferree, K. 2002. Nest site selection and nest success of Yellow Warbler, Bell's Vireo, and Yellow-breasted Chat in a desert riparian ecosystem. Master's Thesis. San Diego State University. 57pp.

McKernan, R. L. And K. J. Carter. 2002. The status of Yuma Clapper Rail and Yellow-billed Cuckoo along portions of the Virgin River, Muddy River, and Las Vegas Wash, Southern Nevada, 2001. Report to the Southern Nevada Water Authority. February 2002 17pp.

McKernan, R. L. And G. Braden. 2001a. Status, distribution, and habitat affinities of the Southwestern Willow Flycatcher along the lower Colorado River, Year 4-1999. Rept. To U.S. Bur. Rec. Boulder City, NV, and USFWS, Carlsbad, CA. 83 pp., February 2001.

McKernan, R. L. And G. Braden. 2001b. Status, distribution, and habitat affinities of the Southwestern Willow Flycatcher along the lower Colorado River, Year 5-2000. Rept. To U.S. Bur. Rec. Boulder City, NV, and USFWS, Carlsbad, CA. 86 pp., July 2001

McKernan, R. L. And G. Braden. 1999. Status, distribution, and habitat affinities of the Southwestern Willow Flycatcher along the lower Colorado River, Year 3-1998. Rept. To U.S. Bur. Rec. Boulder City, NV, and USFWS, Carlsbad, CA. 83 pp.

#### EXHIBIT B

##### Project Costs

County shall charge Contractor for services at the rates provided for in the County Code at the time the services are provided. The rates in effect on the date of execution of this contract, which are subject to change by amendment of the County Code, are as follows:

	<u>Category</u>	<u>Hourly Rate</u>
(1)	Professional/Supervisory Staff	\$68
(2)	Field Biologist	\$53

The total estimated budget for the proposed surveys, monitoring, avian studies, censusing, and reporting

is \$149,952, per the individual components of the proposal, as follows:

YBCU / YCRA SURVEYS AND MONITORING

1 Supervising Ornithologist for 6 days  
for coordination, surveys, and report writing:

\$ 2,720

2 Field Ornithologist for 90 days  
to conduct surveys, data collection:

\$ 62,837

Lodging for field crew  
through the survey period:

\$ 3,600

Travel cost to and  
between survey sites:

\$ 2,304

Miscellaneous expenses for  
field equipment, etc:

\$ 700

Total estimated budget for YCRA / YBCU  
studies and habitat mapping:

\$ 72,161

VIRGIN RIVER AVIAN STUDIES

1 Supervising Ornithologist for 16 days for  
coordination, analyses, surveys, and report writing:

\$ 8,160

2 Field Ornithologist for 90 days to  
conduct nest searches, point counts, banding:

\$ 62,837

Lodging for field crew  
throughout the survey period:

\$ 3,600

Travel cost to and  
between survey sites:

\$ 2,304

Miscellaneous expense for  
field equipment, etc:

\$ 890

Total estimated budget for Virgin River  
Avian Studies:

\$ 77,791

**Total for both components:**

**\$149,952**